THE COURTS.

Another Erie Litigation—The Witnesses in the Case of the Ship Old Colony—The Broadway Widening Suit—An Old Divorce Case—The Business in the Court of General Sessions—Decisions.

UNITED STATES SUPREME COURT.

Government Taxes on Manufactures of the Cherokee Nation.

WASHINGTON, March 21, 1871.

No. 253. *Elias C. Boudinot and Stand Waite vs. The United States.*—Error to the District Court for the Western district of Arkansas.—This suit was commenced by information filed against a quantity of manufactured tobacco, apparatus and implements for manufacturing, &c., on land of the Cherokee Nation, in the Indian country, belonging to the plaintiffs in error, the allegation being that the owners were disregarding the internal revenue laws of the United States. The charge was admitted to be true in the court below, the plaintiffs in error claiming to be Cherokees, and as such not liable to the operation of those laws. The Court was requested to charge that the revenue act of 1868, extending the jurisdiction of those laws to certain articles produced anywhere within the exterior boundaries of the United States, whether within a collection district or not, was not in force in any part of the Indian Territory: and that by the tenth article of the treaty of 1866 the Cherokee Nation were exempt from the operation of the revenue laws; that articles provided that every Cherokee residing within the nation should have the right to sell within the Territory any products of his farm, including live stock or any merchandise or manufactured products. The Court refused these instructions, and the verdict was for the United States. The case comes here for review, the plaintiffs in error contending that the provisions of the treaty with the Cherokee Nation are paramount to the statute, and that if Congress can repeal a compact contained in a treaty of any kind it can repeal or annul any other stipulation, contract, exemption or grant. If the United States can by statute annul exemption from taxation of articles manufactured in the Cherokee country, and sold within the Indian Territory, it can extend all other laws of the country over the Cherokees, destroy their guaranteed rights and their nationality, and make them in their despite citizens of the United States. It is also maintained that the Indians cannot be taxed by the United States without their consent, their nations being also sovereign. The government contends that it has been held (Taylor vs. Morton, 2 Court C. C. R., 454) that where the subject matter of a treaty falls within the legislative power of Congress that body may repeal it so far as it is a municipal law. If, therefore, the treaty provision in this case is to be understood as exempting from taxation articles manufactured in the Indian Territory, while the same remain within the Territory, the subject of taxation being within the legislative power, it was undoubtedly competent for Congress by a subsequent law to modify or repeal that provision by making liable to taxation all such articles, irrespective of their locality; and the rule must be applied in the case before the court. The theory of the sovereignty of the Indian nations and of their exemption from taxation within their country it is submitted, on the part of the government, is not within the rule of decided cases (United States vs. Rogers, 4 How., 567). The case is still on argument.

COURT OF APPEALS.

Decisions.

ALBANY, March 21, 1871.

The following decisions were rendered in the Court of Appeals to-day:—

Judgments Affirmed, with Costs.—Phyfe vs. Emer; Dyke vs. Erie Railroad Company; Floyd vs. Erie Railroad Company; Higgins vs. Hauer; Regua vs. City of Rochester; Sloan vs. New York Central Railway Company; Quinlan vs. Burdick and Another; Rockwell vs. Merwin; Stagg vs. Alexander; Olendorf vs. Cook and Another; Carpenter and Another vs. Philips; Waterman vs. Van Every; Allis vs. Read and Others; Terry and Others vs. McNeill.

Judgments Reversed and New Trials Granted, Cost to Abide Event.s—Barnydt and Another vs. Ellis and Others; Cheney vs. Woodruff and Others; Williams and Another vs. The Bank of Cooperstown; Rowan and Others vs. Hyatt; Barker vs. Savage and Others; Meyer and Another vs. Amidon; Mauvel vs. Holdridge.

Order of General Term Modified and Plures Mandamus Directed to Issue, in Conformity with the Opinion of Judge Folger, without Costs to Either Party in This Court.—The People ex rel. Johnson vs. The Board of Supervisors of Delaware County.

Judgment Reversed and New Trial Granted Unless Plaintiff Remits from the Judgment $1,511 07, with Interest, &c., &c.—Kirby vs. Daly.

Order Granting New Trial Reversed and Judgment on Report of Referee Affirmed, with Costs—Brownell vs. New York Central Railroad Company.

Order Granting New Trial Affirmed and Judgment Absolute for Defendants, with Costs, Pursuant to Stipulations—Dounce vs. Parsons.

Order and Judgment Appealed from Affirmed, with Costs—Knapp vs. Brown.

Judgment of Supreme Court and of County Court Reversed and New Trial Granted, Costs to Abide the Events—Burdit vs. Erie Railway Company.

Order of General Term and Special Term Reversed and Motion to Defer Denied, with Costs—Cutts vs. Guild.

Judgment of Supreme Court and of Sessions Reversed and New Trial Granted—McGarvey vs. The People.

Order of General Term Reversed and that of Special Term Affirmed, with Costs.—Van Liew vs. Johnson.

Court of Appeals Calendar.

The following is the Court of Appeals day calendar for March 22:—Nos. 106, 113, 123, 5, 59, 67, 28, 173.

UNITED STATES CIRCUIT COURT.

The Erie and Ohio and Mississippi Railroad Case—A Bill Filed in Equity.

Before Judge Woodruff.

Yesterday, in the Clerk's office of the United States Circuit Court, a bill in equity was filed in which the Erie Railroad Company are the plaintiffs and the Ohio and Mississippi Railroad Company the defendants. The allegations in the bill set forth that the Erie Railroad Company were authorized to lease and have leased that portion of the Atlantic and Western Railroad extending from Dayton, Ohio, to Cincinnati, Ohio, known as the Cincinnati, Hamilton and Dayton line, connecting at Cincinnati with the Erie road. That during the year 1868 these two lines were and are broad gauge lines; that in the fall of 1868 the defendants, the Ohio and Mississippi Railroad Company, resolved to change the gauge of their road from the broad to the narrow gauge. That these negotiations were entered into between the plaintiffs and defendants, by which the defendants bound themselves not to make the proposed change in the character of their road, on the condition that the plaintiffs would take the locomotives and cars, running then on the line, on payment of the sum of $300,000, and also on the condition that the plaintiffs should transport, free of charge, over the road a large amount of railroad iron for the use of the Ohio and Mississippi road. To these conditions the plaintiffs assented and a written contract was drawn up accordingly. Plaintiffs paid the $30,000 for the locomotives and cars and transported over their road the defendants' railroad iron at a cost of $90,000.

The plaintiffs believe that the defendants intend to repudiate this contract, and are about to change the gauge of their portion of the line from the broad to the narrow gauge, and to enter into an alliance with the Baltimore and Ohio Railroad Company, whose road is narrow gauge, and thus to prohibit the plaintiffs from using the line so contracted for. The plaintiffs therefore now pray that an injunction be issued restraining the defendants from altering the road as designed. The bill was filed yesterday and the proper process made upon the defendants to answer.

The Case of the Ship Old Colony.

The trial and acquittal of Captain Grindle, of the ship Old Colony, who had been indicted in the United States Circuit Court for alleged cruelty to two of his crew, is, no doubt, in the recollection of the public. Twelve witnesses had been summoned on the part of the government. They were confined in Ludlow street jail 117 days, where the government paid the expenses of their board and witness fees, amounting to $3,000. The men, who were all in the ship at the time of the alleged outrages, have been discharged, there being no further occasion for their detention. Had they been at sea all this time they would not have been paid or fed as well as they have been during their detention as witnesses. From the figures given above, it would appear that the cost of unsuccessful prosecutions in the United States Court amounts annually to a pretty high sum, while in the successful cases, we suppose, a more liberal margin must be allowed.

SUPREME COURT—CHAMBERS.

Before Judge Cardozo.

The Widening of Broadway.

In the Matter of the Appointment of Commissioners for the Widening of Broadway.—The argument upon the application for the appointment of commissioners in this case under recent act of the Legislature was to have been heard yesterday. In addition to Mr. O'Gorman, who appeared on behalf of the corporation, there was an extended retinue of counsel present. Owing to the number of cases on the calendar the Judge was unable to hear the argument, and it was finally arranged that the argument should begin at ten A. M. next Tuesday and be continued from day to day till finished.

A Bonaparte in Durance Vile.

Marks Finkleton and Aaron Levy vs. Isaac Bonaparte.—An execution for the sum of $24 08 was issued against the defendant by a district court, and the same being returned, wholly unsatisfied he was put in Ludlow street jail. A motion was made for his discharge on the ground that under the circumstances the warrant of arrest was illegal. The Court said the case properly belonged to the Common Pleas.

Decisions.

Hunnivan et al. vs. Heard et al.—Motion granted.
Lane vs. Newell.—Same.
Codugan et al. vs. Bond.—Reference ordered with costs.
Debexerdin vs. Manning et al.—Motion granted.
Getchell vs. Herzberg.—Same.
Smith vs. Brinkley.—Same.
Seery vs. Brown.—Same.
Mead vs. Rhodes.—Same.
Kinsman vs. Kinsman.—Complaint dismissed.
In the Matter of the Petition of the Franklin Fire Insurance Company.—Same.
Shepherd vs. Brody.—Same.
Remle vs. Zeitmacher.—Same.
The Importers' and Traders' National Bank vs. Wilson.—Same.
McGowen vs. Parker et al.—Same.
Townsend vs. The Chicago and Rock Island Railroad Company.—Same.
The Phœnix Insurance Company vs. Owens.—Motion denied.
Tucker et al. vs. Barnes et al.—Motion granted.
Dunbar et al. vs. Baker.—Motion granted, unless plaintiff perfect judgment within ten days.
Gage vs. Howe.—Motion denied.
Neville vs. Randolph.—Motion denied.
Cunnington vs. Frank.—Default opened and cause restored to calendar, seven dollars costs to abide event.
Jackson vs. Briggs.—Motion granted.
Murphy et al. vs. McCaffrey et al.—Motion granted.
Widger vs. Gaffney.—Same.
Lassing et al. vs. Hansen et al.—Motion denied.
Wright vs. Garby.—Memorandum for counsel.
Gage vs. Howe.—Motion granted.
Bliss et al. vs. Swartz.—Same.
Laidlein vs. Rapelye.—Attachment may issue, bailable in $300.
Hubbard, Jr., vs. Holiday et al.—Motion granted.
Bailey vs. Connolly.—Same.
Spetton vs. The American and Mexican Railroad and Telegraph Company.—Motion denied, costs to abide event.
Miget et al. vs. Tannerbaum.—Motion denied.
Levy et al. vs. Bronson.—Motion granted.
Andrews vs. Campbell.—Same.
Myron vs. Myron.—Motion denied.
In the Matter of the Application of Edward Tyler.—Motion denied.
Wardlow vs. Hawks.—Attachment may issue bailable in $400.
Cox vs. McClain et al.—Motion granted.
Young et al. vs. Schwab et al.—Same.
Kinsler vs. Kraper.—Same.
Kelly vs. Kelly.—Same.
Horrigan vs. Dreher.—Motion denied.
Searing vs. Lawrence.—Motion granted.
Benedict vs. Turner.—Same.
Sturgis vs. Grant.—Motion denied; costs to abide event.
The Tenth National Bank vs. Swift et al.—Motion denied.
Andrews vs. Campbell.—Motion granted.
Goodenough vs. Spencer.—Motion denied.
Stein vs. Loomis et al.—Motion denied; costs to abide event.
Manning et al. vs. Kingsland.—Motion granted.

SUPERIOR COURT—SPECIAL TERM.

Decisions.

By Judge Jones.

Baker vs. Thorp.—Order granted.
Ross vs. Weher.—Motion denied.
Oakley vs. The Mayor, &c.—Order granted.

COURT OF COMMON PLEAS.

The Leslie Divorce Suit.

Before Judge Robinson.

The case of Frank Leslie vs. Sarah A. Leslie came up again yesterday. In January, 1868, the plaintiff commenced a suit for divorce for an alleged adultery in 1851, which he stated he had but just discovered. The wife put in a denial and made counter charges. In June she made a motion for alimony, which was granted in July, the alimony being fixed at fifty dollars per week and the counsel fees at $500. This allowance was to run from the commencement of the suit. The plaintiff appealed, and in 1869 (all proceedings being meanwhile stayed) the order of the Court below was affirmed. The plaintiff thereupon entered ex parte an order for discontinuance on payment of cost, and tendered the costs, about fifty dollars.

The defendant claimed that he could not do this, she having acquired affirmative right in the suit, and moved to vacate the order of discontinuance, in which motion she again succeeded. From this plaintiff again appealed (staying all proceedings), carrying the case this time to the Court of Appeals, which affirmed the proceedings below. Meanwhile, Mrs. Leslie received no money. So soon as the remittur came from the Court of Appeals, the plaintiff moved on an affidavit stating that he was willing to pay the alimony to have issues framed and the trial of the case at once brought on. Meanwhile there being about $8,600 due under the order, some correspondence took place, in which, on condition that the defendant would go to trial in the first week of April, he offered to pay her $3,000 in cash, give her notes at one and two months for $2,000, and another note for $1,600 to be paid after the trial, certain debts contracted by her, for which he was liable, to be set off.

The defendant declined this offer, having an absolute right to the whole money immediately, and as having had no opportunity—she being penniless—to prepare for trial, and made a motion to punish him for contempt unless he paid and obtained a stay of proceedings on him. This motion came up yesterday. On Mr. Leslie's side affidavits were made that in view of her previous mode of living there was no need of giving her so much money in a lump, that the plaintiff sought delay so as to turn this temporary alimony into a perpetual annuity, and that the Court should authorize him to retain some of the money as well to meet bills contracted by her, on which he had been actually sued, as to constrain her to an early trial. The Court reserved its decision.

SURROGATE'S COURT.

The Feeney Will Case.

Before Surrogate Robert C. Hutchings.

The will of Michael Feeney was under examination yesterday. The deceased executed a will on January 20, 1870, in which he left nearly all his property to Mr. John A. Snook, the son of his employer. The will is now contested by his relatives on the ground that he was incompetent and not in a fit condition to make it at the time of its execution.

John A. Snook, being sworn, deposed that he prepared the will from a copy of "Wells' Hand Book of Law;" that the deceased signed it in his presence, but he admitted that the deceased was in the habit of drinking; he was sober, however, at the time he signed the will.

Other witnesses were called by Mr. McKean, counsel of the contestants, and they testified to the intemperate habits of the deceased, and also to the fact that he could neither read nor write. The case was then adjourned.

COURT OF GENERAL SESSIONS.

Anderson, the Lawyer, Discharged.

Before City Judge Bedford.

Before the regular business of the day was proceeded with Mr. McCarty, counsel for E. J. Anderson, who was indicted for alleged misdemeanor in receiving a certain sum of money for services as counsel in defending two sailors charged with larceny, and, as was alleged, neglecting to look after their interests, called the attention of the Court to the case. He (the counsel) understood that the sailors, who were detained as witnesses against his client, had been discharged and were now on their way to Europe. After a careful examination of the case he was convinced that Mr. Anderson was not liable even for a breach of duty; for he had received nothing from the sailors. He, therefore, asked the District Attorney to either try the indictment or withdraw it. District Attorney Garvin also said that he closely examined the indictment, the sailors and the captain of the ship from which the men stole the property, and was perfectly satisfied Mr. Anderson committed no offence. The sailors had an interview with Anderson and gave him an order for some money upon the captain; but the order was never paid. He, as prosecuting officer, felt it to be his duty to publicly state these facts, and to move that a nolle prosequi be entered in the case.

JUDGE BEDFORD'S REMARKS.

Judge Bedford, in disposing of the motion, said:—With the approval of District Attorney Fellows, I deemed it proper, upon the statement of the sailors, to have the charge against E. J. Anderson fully investigated by the Grand Jury. An indictment was found. The District Attorney, after a thorough examination, now informs me that he cannot legally establish the guilt of the accused. Under this aspect it becomes my duty, as regards this specific accusation against E. J. Anderson, to protect the accused, as it would likewise be my duty, under other aspects, to protect the sailors. Therefore, let a nolle prosequi be entered in the matter.

ALLEGED ASSAULT.

John Davis was placed on trial, charged with stabbing Jeremiah Lane on the 14th of February at a tenement house alley in Pearl street. The complaining witness refused to answer why he had been arrested on previous occasions, and when the prisoner gave his version of the transaction, how Lane had assaulted his wife and beaten himself severely, the jury heartily coincided in the remark of the Judge that Davis had been kept in prison long enough and rendered a verdict of not guilty.

A BURGLAR TRACKED BY COFFEE BERRIES TO HIS OWN HOUSE.

Murray Williams, a colored man, was placed on trial for burglary. On the 5th of last month the grocery store of Julius Whittenbergh, 42 West Houston street, was burglariously entered and a pair of chickens, a ham and a bag of coffee stolen. The night of the burglary officer Smith, while patroling his post, observed coffee berries on the sidewalk. He procured a light and thus traced the coffee from the grocery store to the closet adjoining the room occupied by the prisoner at a tenement house in Greene street. Williams at once rushed out of his room. The officer called to him, but he increased his speed and escaped into the cellar, where the arrest was made. Williams went on the stand and not only denied having broken into the store, but flatly contradicted an important statement made by the officer. Smith says that the prisoner was as fully dressed as he was in court when he ran out of his room, but Williams said he was in his slippers and undershirt and was going down to the cellar to get wood to kindle a fire. The jury convicted Williams of petty larceny, and the Judge who said the prisoner was not a professional burglar or he never would have spilled the coffee along the street, sent him to the Island for six months.

COURT OF SPECIAL SESSIONS.

A Long Calendar and Dull Cases—A Disorderly House Not Convicted—A Midnight Assault of Four to One Ending in Three to Two—A Dishonest Smith and His Hard-fisted Boss—Tale of a Tub.

Before Judge Joseph Dowling.

There were thirty-two cases yesterday at the Court of Special Sessions. The Tombs presented its accustomed dreary aspect, and the auditors in the warmth of patriarchal justice steamed off the rain from their ancient garments till the air reeked with

UNPLEASANT ODORS.

Assault and battery held its time-honored ground, and faces bound up with white crosses of sticking plaster attested the exertions of the brute element in New York. Petit larceny presented its miserable array of wretched defaulters; yet but few of them merited any notoriety. Commonplace was the verdict of the old court assistants, as the crier bellowed forth his closing admonition.

John Carey and James Brennan, two villainous looking

KNIGHTS OF THE LOW FOREHEAD,

were charged, in company with two others not captured, with knocking down Leon de Akers, a Frenchman, in Twenty-seventh street, on Saturday night last after midnight. The object was robbery in this nocturnal game of four to one. Officer John Reilly, who made the arrests, testified to the brutality of the attack, and Judge Dowling rewarded them with three months each in the Penitentiary.

Mrs. Roberts and her supported, flashily-dressed attendant, named Tewkesbury, were charged with keeping a disorderly house in Thirteenth street. There was some technical failure in the proof, which induced the Judge to discharge them, after he had expended three minutes in a fruitless

ATTEMPT TO HURT THE FEELINGS

of the unblushing "pimp," who left the court in high feather with his mistress. The long suspended and adjourned case of Joseph Smith, charged with robbing his employer, Austin D. Thompson, of two dollars, was again brought up. The defendant admitted the soft impeachment, and in addition that he had taken $1,200 from the same gentlemen, but alleging that the latter had retained $1,500, the prisoner's property. District Attorney Garvin, for whose attendance the case was last adjourned, sent a note, stating that he was unwell and could not attend. The Judge suspended sentence, as Smith had already been confined some time, in order to allow him to

BRING A CIVIL ACTION

for the $1,500. A decent looking man pleaded guilty to stealing some pearl buttons; previous good character was presented in mitigation, and the Judge "let up on him." William Williams raised a disturbance in the lager beer saloon, 41 Broome street, and while the mein herr went for an officer, laid violent hands on Anna Yetta, a servant of the house, throwing her on the ground. Drunkenness was the mitigating fact this time, and five dollars to the county squared the matter. A poor miserable, of some fifty years, forlorn and ragged looking,

STOLE A WASHTUB

from Don Lorenzo Koloseus, and was saved from hunger and shelterless night roaming for two months in consequence.

Arthur Sweeney, with a swelled head, two black eyes and a bandaged finger, charged Wm. H. Livingstone, a mulatto steward on the Albany boat, with adorning his unpleasant countenance in this white man's style. The negro is an imitative race, and probably this to a great extent condoned the offence. At any rate, after much hard swearing on both sides, Judge Shandley looked bothered, and dismissed the case and the prisoner at the same time.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CIRCUIT—Part 1.—Nos. 1, 2, 21, 1883, 95, 355, 329, 647, 105, 31, 99, 33, 145, 1, 173, 119, 123, 125, 103, 127½. Part 2—Nos. 1752, 72, 138, 42, 216¼, 1338, 202, 522½, 252½, 126½, 192, 306½, 200, 186, 36, 144½, 208, 228, 268, 646, 1992.

SUPREME COURT—SPECIAL TERM—Held by Judge Brady.—Demurrers—Nos. 7 and 15. Law and fact—Nos. 75, 59, 133, 148, 151, 152, 153, 154, 218, 54, 69, 71, 125, 64¼, 135, 108, 50, 51, 86, 110, 113, 114, 35, 140½, 64, 76, 94.

COURT OF COMMON PLEAS—TRIAL TERM—Held by Judge Loew.—Nos. 750, 604, 729, 220, 829, 529, 27, 499, 731, 157, 621, 332, 54. Regular order of general calendar Nos. 833, 834.

MARINE COURT—Part 2—Held by Judge Curtis.—Nos. 4841, 5254, 5306, 5342, 5352, 5353, 5354, 5362, 5365, 5381, 5391, 5395, 5399, 5406, 5422, 5427, 5428, 5455, 5453, 5494, 5495, 5539, 5984, 5903, 6011, 5416, 5429, 5468, 5486, 6031, 1676, 5153. Part 3—Held by Judge Shea.—Nos. 4714, 5973, 6032, 6033, 6034, 6035, 6036.

BROOKLYN COURTS.

UNITED STATES COMMISSIONER'S COURT.

What's in a Name?

Before Commissioner Jones.

Edward Everett was before the Commissioner yesterday on the charge of having passed a ten dollar counterfeit Treasury note on Jane Jack, of No. 496 Fifth avenue. Everett pleaded not guilty, and was held to bail in the sum of $1,000 to await an examination.

SUPREME COURT—CIRCUIT.

Another "Black Friday" Lawsuit.

Before Judge Tappen.

William Bell vs. Isaac O. Davis and John A. McPherson.—This suit arose out of a gold transaction on the memorable "Black Friday" of September, 1869. Plaintiff brought suit to recover $3,500, alleging that on the 22d day of September, 1869, the defendants, who are stock and gold brokers, bought for him under his instructions $10,000 in gold at 141½. On the 23d of September they bought $5,000 at 142½. On the same day the plaintiff gave the defendants orders to sell $10,000 at 142 and $10,000 at 143¾. Plaintiff says that the defendants did not regard his orders, whereby he has been damaged $3,500, for which amount he asks judgment.

The defendants admit the purchase of the gold as alleged by the plaintiff, but claim that they were to hold it only so long as the plaintiff kept his margin good, so as to protect them from loss from a decline in the market. On the 23d of September they sold the gold, as ordered by the plaintiff, to William Belden, who by reason of his failure was unable to take it. On the 24th they sold all of plaintiff's gold at 134½ and 133¼, and reported the sale to plaintiff, who ratified and confirmed it. They claim that as a result the plaintiff is indebted to them in the sum of $789 82, for which amount they ask judgment.

The jury rendered a verdict in favor of plaintiff for $2,400.

CITY COURT—PART 1.

A Violent Photographer.

Before Judge Neilson.

Rosa Fitzpatrick vs. John Farache.—On the 31st of October, 1869, plaintiff went to defendant's photograph gallery, in Fulton street, when a dispute arose between them in regard to some pictures, Farache alleging that she had not enough money to pay for them. The defendant ejected plaintiff from the place, and she, being pregnant at the time, was so injured that she was confined prematurely, and had to go to the hospital. Hence this suit, which was brought to recover $2,500 damages.

The defence was that the plaintiff was very abusive, and that Farache merely laid his hand on her shoulder and requested her to leave the place. The jury gave plaintiff a verdict of $100.

CITY COURT—PART 2.

An Alleged Homicide.

Before Judge McCue.

Joseph Cleary was tried yesterday on the charge of having caused the death of John Jonnson, a hand employed on the steamer Port au Prince, lying near the foot of Main street. On the 1st of February last there was a row aboard the vessel, which was caused by some of the sailors of the ship Black Prince attempting to cross the decks. During the mêlée Johnson was knocked overboard and so injured that he died on the following day at the hospital. The evidence adduced yesterday was not conclusive against the prisoner, and the jury acquitted him.

Theft and Indecency.

Joseph Schenck was convicted of having stolen $150 worth of property from Mr. Schoenman. Judge McCue sentenced him to the Penitentiary for one year.

William Brown, colored, was also sent up for one year for indecent conduct. Judge McCue said he regretted that he could not sentence him to ten years' imprisonment.

BROOKLYN COURT CALENDAR.

CITY COURT—Part 1—Before Judge Neilson.—Nos. 94, 213, 58, 150, 153, 156, 159, 168, 170, 174, 190, 192, 196, 62, 60, 77, 193. Part 2—Before Judge McCue.—Criminal trials. Part 3—Judge Thompson.—Special Term.

PETER PILGER'S PLUNGE.

A Sensible "Crowner's Quest"—Censure of the East River Ferry Company.

Yesterday afternoon Coroner Hermann resumed his investigation previously commenced in the case of Peter Pilger, who was drowned by falling from one of the Thirty-fourth street ferryboats into the river. He was rescued while yet alive, and the testimony of officer Carr, of the Twenty-first precinct, showed indifference and gross negligence on the part of those attached to the boat in restoring the unfortunate man to consciousness and endeavoring to save his life. The jury found, "That deceased came to his death by drowning at the Thirty-fourth street ferry on the night of Tuesday, March 14, 1871, and we censure the East River Ferry Company for the gross negligence of their employés, and for their lack of facilities for the protection of the lives of their passengers."

A NOTORIOUS FORGER SENTENCED.

Hahn, the Forger, Tried, Convicted and Sentenced—Forty Charges of Forging Orders Upon Commercial Firms Preferred Against Him—Judge Bedford Sends Him to the State Prison for Five Years.

One of the most notorious and accomplished forgers in this city was brought before Judge Bedford yesterday in the General Sessions and convicted by Assistant District Attorney Fellows. The criminal, Charles Hahn, is a well dressed and very intelligent looking young man, and the numerous forgeries which he committed evinced more than ordinary skill and intellectual ability.

THE TESTIMONY.

The first witness called upon to sustain the particular charge upon which he was tried was Robert W. Scott, a member of the dry goods firm of Emerson, Rhoades & Co., 412 Broadway, who said that on the 25th of November last he received an order purporting to be from Hill, Moynan & Co., 273 Grand street, requesting them to send a piece of velveteen. Mr. Scott handed the piece of goods to the messenger who brought the order, the value of which was sixty dollars. On the following day he received a similar order, but, believing that it was a forgery, declined to give the goods.

George Moynan, a member of the firm upon whom the orders were forged, pronounced them to be forgeries, and produced a number of orders which he said were also forged; but these could not be legally introduced into this specific case.

John Prohaska testified that he was in the Bowery last November, and was approached by the prisoner and a man named Goss, who handed him a sealed envelope and requested him to go to 412 Broadway and bring a package back to them. He did so, and received for his services fifty cents. The witness handed the envelope to Mr. Scott, as he was instructed to do, and delivered the package to the prisoner near the corner of Canal street and the Bowery.

Counsel for the prisoner declined to put his client on the stand, and did not call any witnesses.

Colonel Fellows made an eloquent appeal to the jury to promptly convict Hahn, who was a skilful forger.

Judge Bedford, after giving an impartial statement of the evidence, concluded by saying that if the accused was guilty the jury should protect the thousands of merchants in New York by rendering a verdict of guilty without leaving their seats.

CONVICTED AND SENTENCED.

After the jury had rendered a verdict of guilty, which they did without retiring, the City Judge called officer King, who said that Hahn had served a term of imprisonment on the Island for forgery and that there were between thirty and forty complaints against him by merchants for forging orders upon their firms.

Judge Bedford in passing sentence said:—Charles Hahn, you are one of the most skilful forgers of the age. You have lived, thrived and prospered upon your forging. You have succeeded by your dexterity in defrauding the community out of thousands and thousands of dollars. District Attorney Fellows has succeeded in convicting you. The honest portion of this community must be protected from the villanies daily perpetrated by members of the fraternity which you to-day so guiltily represent. I owe it to the people to mete out the full penalty, which is confinement in the State Prison at hard labor for five years.

The prisoner appeared to be very much affected throughout, and before and after the sentence regarded his wife steadily. When the verdict of guilty was pronounced the latter bowed her head, and when she heard the sentence burst into the most heartrending shrieks, and was carried fainting from the court.

HOW SMUGGLING WORKS.

The Radcliffe Diamond Smuggling Case—The Accused Indicted, but Discharged on His Own Recognizance.

The arrest of Augustus C. Radcliffe, the charge preferred by the government officials against him, and the examination held in the case before Commissioner Osborn have been reported at length in the HERALD. A great deal of apparent interest was manifested by the authorities to secure a conviction against Radcliffe, the charge against him being that he had smuggled $30,000 worth of diamonds into this port from London, where his father carries on the business of a diamond merchant. The result of the examination before Commissioner Osborn in the matter was that the accused was held to await the action of the Grand Jury in $10,000 bail. This heavy bail was of course not forthcoming, and Mr. Radcliffe was carefully lodged in Ludlow street jail. The Grand Jury found a true bill against him for smuggling $15,000 worth of diamonds only. The value of the diamonds, though not the character of the offence, was thus strangely reduced one half. It was, of course, naturally supposed that he would be put on trial on the indictment found against him; but this was not to be, as the sequel shows. The term of the Criminal Court closed without the case being called, and last week, as a preliminary step to further unaccountable clemency—not to say seeming disregard of law and justice—Radcliffe was brought up before a different Commissioner from that before whom the examination was held and who had committed him for trial in $10,000 bail, and on representation of the District Attorney had his bail reduced to $1,500. But further official consideration was yet in store for the alleged diamond smuggler, and to-day he is, to all intents and purposes, a free man.

Yesterday Assistant United States District Attorney Purdy, attended by Radcliffe and his counsel, presented himself before Commissioner No. 3, consulted in this matter, and stated that the District Attorney—ex-Judge Davis—had decided on having Radcliffe released on his own recognizance to appear for trial at the next October term of the court. The further statement was at the same time made that Radcliffe had paid into court the amount of fines and penalties incurred by his smuggling operation. If this is not a condonation of justice it would be hard to expose what action on the part of officials comes under the serious offence—an offence which the federal judges of this circuit have been compelled, from time to time, to seriously censure and reprobate. Of course, the fortunate diamond dealer readily entered into the farcical recognizance and was at once discharged and went upon his way rejoicing, with what sacrifice of the diamonds, however, does not yet appear.

THE SCHMIDT MURDER.

Close of Coroner Schirmer's Investigation—Verdict Against the Fugitive Murderer—The Prisoners Held as Accessories—Gathering of Nineteenth Ward Roughs.

Coroner Schirmer's investigation yesterday morning into the circumstances attending the murder of Israel Schmidt, who was deliberately shot through the head on Sunday afternoon, the 5th inst., at the saloon 845 First avenue, by a pistol in the hands of Thomas Whelan, a well-known offender, brought to the City Hall a precious gang of Nineteenth ward roughs, who filled the court room nearly to suffocation. Almost to a man they were friends of the prisoners, and exhibited the greatest

INTEREST IN THE PROCEEDINGS.

After the evidence of Captain Gunner and officer Hamilton, of the Nineteenth precinct, had been taken, two of the defendants were sworn and examined, but their testimony was in such direct contradiction of the statements previously made to Captain Gunner, in presence of officer Hamilton, that the jury placed little if any evidence upon it. Below will be found a report of the reliance adduced and the verdict of the jury.

THE EVIDENCE.

John Gunner, captain of the Nineteenth precinct, deposed that at about six o'clock on Sunday evening, the 5th inst., he heard that there had been a disturbance in First avenue, and went there with several officers, and found that Israel Schmidt had been shot through the head; found no one who knew the parties, but several said they could identify them; Murray was the first one arrested, and the others were taken the next morning; they all confessed to being of the party present when Schmidt was killed; Mahen, Martel, Farley and McCarty said they saw the shooting, and Murray said he saw the shooting by Whelan, and Murray further said McCarty did the stabbing, and told him so in presence of officer Hamilton.

JOHN HAMILTON, AN OFFICER

of the Nineteenth precinct, deposed that he heard the prisoner (Murray) tell Captain Gunner that McCarty did the stabbing.

At this stage of the proceedings the counsel for the prisoners made a motion that one of the defendants be examined and permitted to give his version of the affair, to which Coroner Schirmer assented. John Maher was accordingly called to the stand, and gave his evidence. He swore that on Sunday, the 5th instant, he met Whelan and Murray and went with them to several lager beer saloons, and was eventually joined by the other prisoners; went into Schmidt's place and

DRINKS WERE CALLED FOR;

he took a cigar, and when near the door heard a shot fired and saw Whelan run out of the door with a pistol in his hand; then left the place and went home; all the party were under the influence of liquor.

At the request of Mr. Kintzing, Edward Farley, another of the defendants, was examined:—On the afternoon of the 5th instant he was invited by Whelan and two of the other defendants to go and take a drink with them, and afterwards they went into Schmidt's place; he toook nothing, but walked out immediately, upon which he heard the report of a pistol, when all the party rushed out and made their escape; did not know that Whelan had a pistol and saw none in his possession; do not remember telling Captain Gunner that Whelan done the shooting, and did not tell him so.

There being no further testimony to offer the Coroner delivered a brief charge to the jury, in which he characterized the act of killing Schmidt as a most brutal murder. The case was then given to the jury, who found the following

VERDICT:—

"We find that the deceased, Israel Schmidt, came to his death by a pistol shot wound in the head, at the hands of Thomas Whelan, at No. 845 First avenue, on the 5th day of March, 1871, and we further find that Edward Farley, John McCarty, John Maher, George Murtle and Patrick Murray were accessories to the murder."

The prisoners' counsel, immediately after the verdict was rendered, moved that their clients be released on bail; but this the Coroner refused to do without consulting the District Attorney. This was soon done, and the answer of that gentleman was decidedly averse to releasing them. District Attorney Garvin said he should, at the earliest possible moment, lay the testimony in the case before the Grand Jury for their action, and in case the prisoners were indicted he should bring them to an early trial.

The accused parties range from seventeen to twenty-five years of age, and look as if they belonged to the dangerous classes. In their formal examinations the prisoners, by advice of their counsel, pleaded not guilty to the charges preferred against them. They were all committed to the Tombs to await their trials.

REAL ESTATE MATTERS.

There is not much to be said in respect of the real estate market. Business as a rule is dull, awaiting the developments at Albany, where "the rapid transit problem" and other enterprises are "in transitu." Among these embryotic schemes is that "introduced by unanimous consent by Mr. Tweed, read twice and referred to the Committee on Banks, reported favorably from said committee, and committed to the Committee of the Whole, entitled an act to incorporate the Real Estate Trust Company of the City of New York." What has become of this bill since the action above reported we are unable to state, since the historians on the spot have failed to furnish any record of its progress; but as we are satisfied civilization is not a failure and the Caucasian is not played out, we incline to the opinion that it still moves, exists and has its being. If we are mistaken, to the aforesaid bogus historians, as we may then call them, be the responsibility of this error. The bill in question contains the following provisions:—

SECTION 5. The said corporation (meaning the Real Estate Trust Company) shall have power to receive money on deposit and to loan money on securities; to allow interest on moneys deposited not to exceed four per cent per annum; to act as agent or trustee for the investment of money in real or personal property and for the management thereof and of money invested; to purchase or sell such notes of hand, promissory notes, drafts and bills of exchange as shall be collaterally secured by bond and mortgage or trust deed of real estate or on bullion, State or government securities; to purchase or sell bonds and mortgages; *to guarantee bonds and mortgages and title to real estate for a money consideration.*

SEC. 6. The said corporation shall have power to purchase, hold and convey real estate for the following purposes, viz:—Such as may be necessary for the transaction of its business; such as may be taken by it in compromise or payment of any pre-existing indebtedness lawfully acquired by said corporation; such as may be purchased by it at any judicial sale or sales in forfeiture, or for the foreclosure or other enforcement of any claim, judgment, mortgage, trust deed or agreement in the nature of a pledge or mortgage of the same, taken by said corporation in the course of its regular business transactions.

All of this is very quiet and very indifferent, the amount of the stock of the corporation being limited to $1,000,000, and permitting business to be commenced upon a paid up capital of $200,000, with the following provision:—

SECTION 7. Each stockholder shall be liable for the debts of the corporation to the amount of stock subscribed or held by him until the same shall have been paid up in full, but shall not be individually liable thereafter.

Now this whole bill might be passed over in silence as containing no provisions not afforded by the general laws of the State but for the circulation simultaneously with its introduction of a pamphlet entitled "Real Estate Transactions as they Are and as they Might Be: a Plan for the Insurance of Titles and Mortgages," to which a name is attached whom nobody apparently knew and who is generally regarded as a myth. The following is the prospectus of this Utopian scheme:—

The facilities offered to every citizen of this prosperous country for sharing in the possession of its rich and extended surface, compared with the monopolies of landed property in the Old World, are fully realized by a population naturally inclined to settle in a home of their own. This tendency to general participation in the possession of the national soil is upheld by our laws, which, with true republican spirit, oppose the perpetuity of ownership, or the restriction of its disposal, even more strongly than has been done in England, where this principle was recognized too late to prevent the social and political evils resulting from its infringement.

To make the ownership of land as general as possible is, then, the avowed intention of our laws, and if for any reason they fail to provide the necessary facilities, it behooves us to discover other means for reforming the impracticable way of conveyancing, which works in antagonism to the spirit of the law. For, as long as it takes weeks, and sometimes months, to obtain or convey a good title, or to prove its validity; as long as this can be done only at the present heavy expense; as long as every mortgagee or purchaser must have it done over and over again, and the same expense repeated, since he relies solely on the ability and diligence of his own lawyer; as long, we say, as all these difficulties are in the way, the transactions and investments in real estate can never develop themselves to that degree which is due to them, and which, under more favorable circumstances, they would certainly attain. These are the real impediments which prevent landed property from sharing in the marketable qualities of all other commodities.

As it is now, the wealthy few who are holders of capital unemployed, and not likely to be required for their business, together with that unproductive part of the community who live entirely on their revenues, can alone safely acquire real estate. The merchant, the tradesman, the mechanic, in short, that large body of good and useful citizens who at any moment may be compelled to fall back on every part of their means, either for their business or sustenance—in other words, the great and productive mass of the population—cannot with impunity share in the ownership of the soil they inhabit. By doing so they incur the risk of finding themselves at any moment starving in the midst of their treasure.

No doubt many make that risk. Witness a commercial crisis, when great merchants, worth, apparently, double their indebtedness, suspend payment, drawing with them, into the abyss of bankruptcy, hundreds of others. Witness further the usurious interest at which many mortgage their property to obtain funds needed for a sudden emergency: witness, also, the sacrifices at which valuable land is frequently thrust upon the market at short notice. True it is, that, as a precautionary measure against such emergencies, it is customary to keep mortgages perpetually alive. But this also involves a sacrifice, the mortgagor paying interest on money borrowed without actual necessity, to shield himself against the danger involved in the delay of obtaining it when wanted. The mortgagor, therefore, is not benefited by abundance of currency, while no usury law will protect him from the afflictions of a tight money market.

In short, the ownership of real estate is rendered onerous and dangerous to the greater part of our population, every one of whom, under other circumstances, would add to the number of competitors for landed property, and would enhance the prices thereof and their stability. All classes in the end lose indiscriminately; but it is upon those directly interested in real estate that the loss falls heaviest.

Great as these evils appear, just as are these complaints, they may be easily remedied. It is not the law that imposes them; they are caused by the present mode of conveyancing. Real estate may continue to enjoy its exceptional legal position, and yet may be made as marketable and transferable as any other commodity. And this may be accomplished without any outside assistance by the profitable, self-sustaining enterprise of the real estate owners themselves.

Such is the scheme the feasibility of which we desire to demonstrate.

Now this excellent scheme of guaranteeing title is all very well, if it were backed up by a company of several hundred millions capital; but as the only concern pretending to assume this right is limited to $1,000,000, and can commence business at $200,000, the question arises where does the guarantee come in? What good can the guarantee be beyond the amount of capital paid in?

The guarantee of one imperfect title to a single piece of property in this city might use up the entire capital of the company. What value would the guarantee of this company be to the title of real estate in one single avenue in this city? Suppose this company guaranteed a title to a piece of real estate and an unexpected heir made claim; the case goes into court, where it hangs for some year or two, is decided in favor of the claimant, carried to a higher court, where it may be settled in the course of two years more, and then against the title which has been guaranteed by this company with its $200,000 or $1,000,000 capital. Is it supposed this company will pay the value of the property guaranteed when the title is first disputed caused by the claim set up by this unexpected heir, or will it wait years for a decision? In the first case, a half dozen such claims might swamp the company, and in the second case, what good if the party holding the guarantee has to wait years, and during these years a half dozen such claims arise, ruining the company before he knows he is entitled to collect of this company, by the title being declared defective by the courts? What will it cost to get this company to guarantee a $200,000 title? Who will be likely to pay for such a guarantee? And then, what is the value of such a guarantee, provided the company takes the risks of millions? And if it does not take a large number and amount where is the profit to come from? We are of the opinion, if this company ever goes into existence, it will prove more profitable buying, selling stocks and doing a banking business, as it is allowed by one of the sections in the bill, and not in undertaking to guarantee the title of millions of real estate on this island, Brooklyn, New Jersey, and, perhaps, all the United States, as we fear the guarantee would not be considered of great value. Still, that would be for each person to decide for himself. By the title of the bill it may be intended that this company shall hold in "trust" all the real estate in the city of New York. We are a little curious to learn the precise occasion for the use of the word "trust."

The Dealings Yesterday

present no new features. The following are the particulars:—

NEW YORK PROPERTY—BY MULLER, WILKINS AND CO.

No. 528 8th av. and No. 303 West 33th st., lot 20x77 ft., brick store and house, sold at private sale.	
No. 48 West 44th st., 3 story brick house and lot, s. s., lot 25x100.5 ft., to J. Flandry	$13,200
Nos. 69 and 71 Cherry st., two story and attic brick buildings, s. s., between Roosevelt st. and James slip, lot 83x62, to J. R. Post	8,400
No. 42 Beaver st., 4 story brick store and lot, s. s., between Broad and William sts., lot, 19.1x73x23.4, bought in for owners, J. Jex	35,500

BY JOHNSON & MILLER.

No. 51 West 44th st., 3 story high stoop brick house, lot 16.8x100.5, to J. R. West	11,000

BY A. J. BLEECKER, SON AND CO.

No. 12 Bethune st., two story, attic brick house, n. s., between Washington and Greenwich sts., lot 15.11x80, to P. H. Frost	7,600

BY V. K. STEVENSON AND SON.

No. 548 Madison av., w. s., between 53d and 54th sts., lot 20x95, a four story brown stoop, to James McCanby	42,000

BY ROBERTS AND MCGUIRE.

No. 332 49th st., two story, basement and cellar brick house, lot 19x100, to S. Bauer	8,600
Supreme Court Sale—Building and lot, s. s. 121st st., 480 ft. e. of 4th av., lot 20x100, to S. W. Loss	3,000
Lot on w. s. of 3d st., adjoining 3d st. church, 14.6x64.5, to J. Hendricks	3,750
Lot on w. s. of 1st av., 24 ft. n. 25th st., 24.8x75, to Thomas Stokes	8,00

THE SHADER-WARD TRAGEDY.

The Secretary of the Great Western Life Insurance Company Shot in the House of a "Friend."

REMARKABLE DEVELOPMENTS.

The Accused Allowed to Go at Large on Bail.

From the *Recorder*, of Lima, N. Y., of the date of 9th instant, we learn some particulars of the circumstances attending the death of Mr. Shader, who recently held a prominent position in this city as secretary of the Great Western Life Insurance Company. It is distressing to find that Mr. Shader was killed by a pistol shot at the hands of a man of influential position named Harry Ward, at Towanda, Pa., whose guest the deceased gentleman was at the time of the melancholy occurrence.

Mr. Shader had many friends in this city, was a young man of fine presence, only thirty-three years of age, and of good business talents. He was a member of the Masonic fraternity, and belonged to the Independent Royal Arch Lodge, No. 2, of this city. He was buried with Masonic honors at Lima, Livingston county, where his parents reside, on the 7th instant. This melancholy affair has created a wide interest in the neighborhood of Towanda and Lima, and plunged an extensive connection of both families into bitter grief. It seems strange that up to this no notice of the event has appeared in any of our city papers, and it is also remarkable that the accused is out on $10,000 bail, although found guilty by a Coroner's jury. Following is a statement of the case by Mr. H. Decker, addressed to the Lima *Recorder*:—

There are so many contradictory statements in relation to the tragedy at Towanda, Pa., which resulted in the death of Wesley E. Shader, that I yield to the general desire for authentic information about this most painful event and shall endeavor to give a full history of the matter, based mainly upon the evidence taken before the Coroner's jury, but in part upon information derived from authentic sources obtained upon the ground, while acting as counsel for the friends of the victim.

Harry Ward, by whose hand the deed was done which so saddened our community, is the only son of the late C. L. Ward, of Towanda, who was a lawyer and successful operator in land, amassed a large fortune and died about a year ago leaving an estate, from a partial division of which Harry Ward became possessed of the homestead at Towanda, a fine mansion, where he now resides, and which was the scene of the tragedy. Mr. Shader became acquainted with him at the Democratic Convention in New York city in 1868. Mr. Shader was then in the employment of the New York Life Insurance Company, of New York, and was living in New York. An intimacy then sprung up between them which resulted in occasional visits, back and forth. On about the 18th of February last Mr. Shader took a general agency of the Union Mutual Life Insurance Company, of Augusta, Me., and left New York on Tuesday night, February 21, to begin his work.

The first place he visited was Towanda. He arrived there on Wednesday morning and put up at the Ward Hotel. Soon after his arrival he sent his card to the residence of Mr. Ward. Not hearing from Mr. Ward, and presuming upon their intimacy, he went to his residence. He was kindly received by Mr. Ward in the parlor, where they visited for a time and then went up stairs to a room occupied by Mr. Ward. Here they engaged in general conversation, during which Mr. Ward charged Mr. Shader with having stated things derogatory to his (Ward's) character. It seems that at some previous visit Mr. Shader had become an involuntary witness of domestic difficulties which were not creditable to Mr. Ward, and he charged Mr. Shader with having divulged them. Mr. Shader denied the charge, but Mr. Ward was not satisfied with the denial. Mr. Ward thereupon seized Mr. Shader and a scuffle ensued, in which Mr. Shader got the advantage of Mr. Ward; got him down and held him, when Mr. Ward pretended to be in sport, and Mr. Shader, although as he afterwards stated, he thought Mr. Ward acted rather roughly for a man in sport, accepted the matter as in jest, and they both continued thereafter in friendly intercourse together. Mr. Ward, after this, exhibited a pair of revolvers, and a general conversation ensued about shooting, gymnastic exercises, &c., during which Mr. Ward handled the revolvers very carelessly, so much so that Mr. Shader reminded him that he might hurt himself or him (Shader). It appears that Mr. Ward at this time pointed the revolver at various parts of the person of Mr. Shader in a way indicating, whether in sport or mere play with wicked designs, a singularly reckless mind. While here Mr. Shader proposed to return to the hotel to dinner, but Mr. Ward insisted upon his staying there. Mr. Shader consented and took dinner. After dinner they walked over the grounds, and the library, which is a very fine one, and the improvements contemplated by Mr. Ward were the subject of conversation. A ride to Greenwood, six miles from Towanda, was proposed by Mr. Ward and a carriage was ordered for that purpose. In the meantime the servant announced supper, and both went to the dining room. During the meal, among other subjects of conversation, the one of shooting was again introduced, and some bantering took place, in which, in reply to Mr. Ward's professed expertness, Mr. Shader made some playful remark which called in question Mr. Ward's skill. The particulars of this conversation are not known, and that it assumed a threatening or violent tone is not proved. Whatever may have been the feelings of Mr. Ward, it is quite certain, I think, that Mr. Shader regarded the whole as playful. According to Mr. Shader's dying declaration Mr. Ward suddenly left the room, went up stairs and came down almost instantly, and as he returned to the dining room he had in his hand a revolver. Mr. Shader had got up from the table. Mr. Ward pointed the pistol toward him. Mr. Shader was under the impression that the pistol was not loaded, but under a very natural impulse started toward Mr. Ward to turn the weapon away. Mr. Ward said, "I am going to fire," and when Mr. Shader was about two feet from Ward he did fire, and Mr. Shader received his death wound. Mr. Shader states that Ward cocked the pistol after entering the room, and that he discharged the pistol deliberately and with intention.

As soon as Mr. Shader was wounded he fell upon his knees and leaned over against a lounge. Mr. Ward immediately left the house and the first man he met was Patrick Brophy, who was passing. He requested him to come into the house, saying that a man had shot himself in the house. Mr. Brophy went in with Mr. Ward, and they found Mr. Shader in the position above described, groaning and in great distress. Mr. Ward took Mr. Shader by the collar and attempted to lift him up, and asked Shader if "he got shot by him?" Mr. Shader made no reply. Mr. Brophy went for a physician, and soon after several citizens assembled, including Dr. Ladd. Mr. Ward now seemed to be very much excited, and became very anxious to secure from Mr. Shader acknowledgement that it was accidental; but Mr. Shader, in great distress, said little, and in no way assented to the idea that it was accidental. Mr. Ward's conduct was very strange; he was evidently anxious for his own safety and endeavored in every way to extort a confession from the wounded man that would exculpate him, demanding that a statement should be required from Mr. Shader, though he then appeared to be in the agonies of death. Mr. Shader partially fainted and then revived, when he said, "Harry, why did you shoot me?" Ward replied, "You know I didn't intend to do it—that it was entirely accidental." Before this Mr. Ward had made various and somewhat contradictory replies to the bystanders' inquiries. To one he said—"I don't see how the pistol went off." Again, "God only knows, gentlemen, how this accident happened." And to another that when the revolver went off, Mr. Shader had hold of it with his hand. Mr. Ward seemed to think this idea a favorable one to him, and he endeavored to get others to persuade Shader to admit that when the pistol went off he had hold of it. Ward told Mr. Fanshaw that such an admission would be a great help to him, and solicited Mr. Fanshaw to aid him in persuading Shader to make such an admission.

The effort to procure an admission from Mr. Shader that it was accidental was persistent; but while it fully brought out the magnanimity and unsuspecting nature of the suffering man it utterly failed in its object. To an inquiry pressed upon Mr. Shader by a relative of Mr. Ward's—pressed in amid the groans wrung from the sufferings occasioned by the wound in its first infliction, asking Mr. Shader, "Was it not accidental?" he replied, "I guess not." To Mrs. C. L. Ward, who asked the same question the same day, and sought a favorable answer with a demonstration of great affection, he replied, "Mrs. Ward, Harry went up stairs and got his revolver and deliberately shot me." Even after Mr. Shader had formally made his dying statement under oath, the effort was not given over. In the presence of the parents of the unfortunate man, on Sunday following the injury, Mrs. Ward again pressed the inquiry whether he thought Mr. Ward meant to shoot him, and his reply was, "I have made my statement and I forgive him."

The wound was necessarily a fatal one. The ball entered the body three and a half inches above the navel, and seven-eighths of an inch to the left of the centre passed through the colon, the stomach, the lower part of the right lobe of the liver, and through the eighth rib, lodging in the muscles on the outside of the rib. His sufferings were most intense.

Of the heroic fortitude with which Mr. Shader endured the suffering it is not for me to speak, nor is it my purpose to recall how nobly he illustrated in his great misfortune the best virtues of our humanity; all these are already fully understood and appreciated. But I have simply endeavored to give an impartial, and, as I believe, a truthful, relation of the facts connected with the murder.

The case is a most unaccountable one. Mr. Ward is a young man, not far from Mr. Shader's age (thirty-three); has had the advantages of a liberal education, and is in the enjoyment of large wealth. How, from so slight a motive—if he had any—he could have committed this crime is beyond conjecture. He is under arrest, and there are rumors that partial drunkenness and partial insanity will furnish the defence.

However that may be, I have been unable to discover that Mr. Shader was in any respect in fault, or did anything that in the least detracts from his good name among us. I would not mention the question of inebriety were it not that some have feared that, away from home, Mr. Shader may have fallen away from his habits of sobriety, and in the enjoyment of that pernicious hospitality which commends to the lips of the guest that which is so destructive to manhood, he may, in his good nature, have yielded and taken too freely of wine on the occasion. We are assured by Mr. Shader, who would always tell the truth, and when under the shadow of death could not prevaricate, that he was not in the least intoxicated, and that he did not suspect that Mr. Ward was.

Appended to this is the inquisition of the Coroner's jury, signed by some of the best citizens of the borough of Towanda. Mr. Tidd, the acting Coroner, is an elder in the Presbyterian church, and is a brother, I believe, of our townsman of that name. Mr. Mix is a retired merchant, and a member of the Methodist Episcopal church. F. J. Calkins is a merchant and a member of the Baptist church. Mr. McCabe is a merchant and a member of the Episcopal church. Mr. Watts is an ex-treasurer of the county. Mr. Frost is a deacon of the Presbyterian church, and an extensive merchant and manufacturer. Mr. Humphrey is a merchant, and the burgess of the borough of Towanda. An inquisition by such men needs no defence.

THE STAMPING OF RENEWAL RECEIPTS.

AGENCY OF THE WESTCHESTER FIRE INSURANCE COMPANY OF NEW ROCHELLE, March 18, 1871.

TO THE EDITOR OF THE HERALD:—

To settle a mooted question regarding the stamping of renewal receipts on policies of insurance we this afternoon telegraphed to General Alfred Pleasonton for something definite. This affects the interests of every insurance company in the land.

The following is General Pleasonton's answer, which settles the question:—

To GEORGE R. CRAWFORD, Secretary Westchester Fire Insurance Company, New York:—

SIR—A renewal receipt to continue a policy of insurance, before its expiration, does not require a revenue stamp.

Respectfully, A. PLEASONTON, Commissioner.

As the NEW YORK HERALD has the largest circulation we send this to you. Respectfully yours,

H. W. BRANDE, Superintendent of Agencies.